

GENERAL TERMS AND CONDITIONS OF SALE IN CHINA 一般销售条款与条件（中国）

These General Terms and Conditions (“GT&C”) apply to all offers and sales of products by any LyondellBasell Group entities incorporated in China (“Seller”). Buyer’s terms and conditions of purchase shall not apply and are hereby expressly rejected. “Buyer” shall be the entity as shown on the order acknowledgement (the “Order”). “Product” shall be all or any part of materials supplied or to be supplied by Seller. The Order and/or any signed contract between Seller and Buyer with respect to the Products together with these GT&C will constitute the Parties’ agreement with regards to the sale of Product by Seller to Buyer and shall be referred to as the “Contract”. 本一般条款与条件（“一般条款”）适用于由所有由利安德巴赛尔集团于中国成立的公司所提供及销售的所有产品（“卖方”）。买方的任何购买条款和条件均不适用并不予接受。“买方”指于订单确认文件（“订单”）中所示之个体。“产品”指由卖方供应或将供应的所有或部分材料（“产品”）。订单及/或任何卖方和买方所签署关于产品的合同，连同本一般条款，统称为“合同”，构成卖方向买方销售产品的共同协议。

1. PASSING OF TITLE / 所有权的转移

(1) Product shall remain the property of Seller until the price for the Products has been paid in full. (2) In the event of late payment by Buyer, Seller is entitled, without rescinding the Contract and without granting a period of grace, to demand the temporary surrender of the Products owned by Seller at Buyer’s expense.

(1) 产品在其价款得以全额支付之前应始终为卖方的财产。(2) 买方逾期付款的，卖方有权在不废除合同且不给予宽限期的情况下，要求暂时撤回卖方拥有的产品，费用由买方承担。

2. PRICE / 价格

(1) Seller has the right to set and vary at any time the prices at which it offers the Products for sale. (2) Subject to the other conditions of the Contract, and unless otherwise agreed in Seller’s acceptance of an order of Buyer, the Products will be invoiced at the price applied by Seller on the day that they are dispatched by Seller or collected by Buyer, or available for dispatch or collection, irrespective of the date of the Order and the date of actual delivery.

(1) 卖方有权订定和更改产品的报价。(2) 受限于合同的其他条款及除非于卖方已接纳的买方订单中另有订明，价款应以卖方发货日或买方提货日（或可发货日或可提货日）当天的价格出具发票，订单日期和实际交付日与此无关。

3. ORDERS AND DELIVERIES / 订单和交货

(1) Orders issued by Buyer shall become binding only upon written acceptance of the order by Seller, or upon the delivery of the Products, whichever is earlier. No order changes issued by Buyer shall be binding unless approved by Seller.

(2) Seller may deliver a reasonable excess or deficiency of the weight or volume of the Products ordered by Buyer. Buyer shall pay for the amount actually delivered. Within the bounds of reasonableness, Seller is allowed to make partial deliveries. (3) Delivery terms and conditions agreed upon between Seller and Buyer shall be interpreted on the basis of INCOTERMS latest edition.

(4) Any delivery date indicated by Seller in the accepted Order shall be deemed as an approximate estimate. Seller shall inform Buyer, if the expected delivery date is delayed. In case Buyer does not agree with the new expected delivery date, Buyer shall be entitled to cancel the Order as the exclusive remedy for the non-performance of the Contract by Seller. (5) Buyer undertakes to provide adequate and proper facilities for the reception and storage of the Product as of the expected delivery date and warrants that those facilities comply with all relevant statutes or regulations, including health and safety regulations, and that all necessary permits and licenses have been obtained. Seller reserves the right to charge storage and other additional costs incurred by Seller from the due delivery date, if delivery is delayed by Buyer for any reason whatsoever.

(1) 买方发出的订单应在卖方对该订单发出书面同意后或交付产品后（以较早者为准）方具约束力。未经卖方许可，买方对订单的修改并无约束力。

(2) 卖方在交付买方订购的产品时，在合理范围内可从重量或体积上多于或少于买方预定的产品。买方应根据实际交付数量付款。在合理范围内，卖方可交付买方订购的部分产品。(3) 卖方和买方约定的交付条款和条件应根据最新版本的国际贸易术语解释通则进行解释。(4) 卖方在其已确认订单中所示的任何交货日均应被视为一种粗略估计。若预期交货日有延误，卖方应通知买方。假若买方不同意新的预期交货日，买方有权取消该订单，此为买方对卖方不能履行该合同可采取的唯一措施，且买方无权向卖方要求任何赔偿。(5) 买方承诺于预期的交货日提供足够和适当的设备接收和储藏产品，并保证这些设备符合所有相关的法规或规章包括涉及健康和安全的法律法规，且已取得所有必需的许可证和执照。若因买方的任何原因导致交货延迟，卖方保留收取自适合交货之日起产生的储藏费和其他额外费用的权利。

4. FORCE MAJEURE / 不可抗力

Seller shall not be liable for any non-delivery or delay in delivery resulting (directly or indirectly) from any of the following causes: wars and civil wars (present or future, declared or undeclared), acts of terrorism, riots and civil commotions, earthquakes, epidemics, port congestions, strikes, acts or omissions of any governmental authority (de jure or de facto), acts of God, or, to the extent Seller has complied with the reasonable care of a prudent operator, any inability to obtain raw materials supplies, accidents, fires, breakdown of equipment and machinery, failure of its IT systems or any other cause (whether similar or dissimilar to that aforementioned) unforeseeable and beyond Seller’s reasonable control. The aforementioned events shall include those which affect

Seller’s parent company, affiliates, joint ventures and toll manufacturers of the Product. The aforementioned shall apply even if the cause exists at the time of Buyer’s order or occurs after Seller’s performance has been delayed for other reasons. If Seller’s supply of Product should be limited as a result of any such cause, Seller shall have the right to first satisfy its own needs and the needs of the other companies of the group of Seller and thereafter to distribute any available Product among its customers in such manner as Seller may determine. If the delay resulting from any such cause shall continue for more than thirty (30) days, either party shall be entitled, on written notice to the other party, to terminate the Contract with respect to Product undelivered at the time of termination.

对于直接或间接因以下任何原因：战争和内战（不管是现在的还是未来的，不论是否宣战）、恐怖主义行为、暴乱和内乱、地震、流行性传染病、港口拥挤、罢工、任何政府部门的作为或不作为（法律上的或事实上的）、天灾引起的，或在卖方遵守了谨慎经营人的合理审慎义务情况下无力获得原材料供应、事故、火灾、机器设备损坏、IT系统故障引起的错误，或因不可预见的、超出卖方合理控制范围之外的任何其他原因（无论是与上述原因类似）引起的任何不交货或延迟交货，卖方不承担任何责任。上述事件应包括影响卖方母公司、关联公司、合资企业以及产品来料制造商的事件。即使在买方订购时存在上述原因或上述原因是在卖方因其他原因而延迟履约后出现，上述规定应仍适用。卖方的产品供应因上述任何原因受到限制的，卖方应有权首先满足自身的需求和卖方所属集团其他公司的需求，然后再按卖方确定的方式，在其客户之间分销任何有货的产品。因上述任何原因引起的延迟若持续时间超过三十（30）天，则任何一方应有权在书面通知另一方后，就终止时还未交付的产品终止合同。

5. WARRANTY AND LIMITATION OF LIABILITY / 保证与责任限制

(1) Seller warrants that at the time of delivery, Product shall comply with Seller’s product specifications for the Product. For avoidance of doubt, properties relating to the Product that may be contained in Product Data Sheets or equivalent documents do not constitute product specifications. Product sold as substandard are not warranted to comply in general terms with Seller’s product specifications. (2) All other warranties or conditions as to quality, description or performance of the Product, statutory or otherwise, are excluded except insofar as such exclusion is not permitted by law. Warranties on merchantability and fitness for purpose are hereby explicitly excluded even when a purpose is known. No such warranties are to be implied from the name or description under which the Products are sold or from any advice or recommendations given by Seller, its employees or agents, or those of its affiliates. (3) Any complaints or claims of Buyer including, but not limited to, the quality of the Products shall be reported to Seller in writing as soon as Buyer becomes aware of the reasons for the claims. (4) Except to the extent limited by applicable law, Buyer’s exclusive remedy for any and all claims for losses or damages of any kind or nature resulting from the sale, handling, delivery, failure of delivery or use of the Products under the Contract, including, but not limited to, any arising from breach of warranty, breach of contract, tort, negligence, statutory or strict liability, shall be limited, at Seller’s option, to either the return of the purchase price or the replacement of the particular Product for which a claim is made and proved. In no event shall Seller, its parent company, its joint ventures or any of their respective affiliates be liable for any special, consequential, incidental, indirect or exemplary losses or damages. (5) The limitation of liability contained herein shall apply for the benefit of Seller, its parent company, its joint ventures, and their respective affiliates and any of their respective employees, agents, affiliates and other representatives.

(1) 卖方保证交货时，产品符合卖方的该产品的产品规格。为避免疑义，与该产品有关的在产品安全数据表或等效文件中列明的属性，不构成产品规格。以非标准品出售的产品不保证大致上符合卖方的产品规格。(2) 所有其他关于产品质量、描述或性能的保证或条件，不管是否法定，均被排除在外，但如果法律不允许该除外则属例外。关于适销性和适合特定用途的保证在此亦明确排除在外，即使是某个用途已知时。产品据以出售的品名或描述，或卖方、其雇员或代理人、卖方关联公司的雇员或代理人给出的任何意见或建议，不隐含此类保证。(3) 买方的任何投诉或主张，包括但不限于产品的质量，应在买方一知道该等诉求的原因时就以书面形式向卖方报告。(4) 除适用法律限制的以外，对因销售、处理、交付或未能交付或使用合同项下的产品而引起的损失或损坏的任何及所有索赔，包括但不限于因违反保证、违约、侵权行为、过失、法定责任或严格责任引起的，不管是何种类型或性质，买方对此的任何及全部救济应仅限于，由卖方酌定，

退还采购价款或更换对其提出索赔且证实索赔无误的特定产品。任何情况下，卖方、其母公司、合资企业及其各自的任何关联公司，均不对任何特殊的、后果性、附带的、间接的或惩戒性的损失或损坏负责。(5) 合同中的责任限制条款为了卖方、其母公司、合资企业、其各自关联机构及其各自雇员、代理人、成员和其他代表的利益而适用。

6. PAYMENT / 货款支付

(1) Unless otherwise agreed, Buyer shall pay Seller the price of all Products delivered by Seller, without right of set-off or counter-claim within thirty (30) days from the date of invoice. (2) Seller's acceptance of partial payments of an invoice purported by Buyer to be in full shall not prejudice Seller's right to pursue the full payment of such invoice. In the event of late payment, Seller shall be entitled to charge late payment interest at a rate as Seller deems fit against the overdue amount from the due date until the date of payment. (3) If Buyer fails to pay Seller in accordance with the Contract, or if, in the reasonable opinion of Seller, the financial position of Buyer is impaired or unsatisfactory, Seller may, at its option and without prejudice to its other rights and remedies, (i) terminate the Contract with immediate effect by written notice to Buyer without any further action or formality being required, (ii) suspend or cancel deliveries until all indebtedness is paid in full, and/or (iii) deliver the Products on a cash in advance basis only. (4) Seller reserves the right to off-set any debt due from Buyer or any of its affiliated companies to Seller or its affiliated companies against any amount due to Buyer or any of its affiliated companies.

(1) 除非另有约定，买方应于发票日的三十（30）天内向卖方支付卖方交货的全部货款，且无权行使抵消权或反索赔主张。(2) 卖方可接受买方对本应一次性付款的发票进行的部分付款，这不应妨碍卖方就此发票获得全额付款的权利。若未能如期付款，卖方有权就欠款由到期日至付款日止收取卖方视为适当的利息。(3)若买方未能按合同付款，或卖方合理地认为买方的财务状况恶化或不足，卖方可选择(i)无需遵从任何正式程序，以书面通知立即终止合同；(ii)中止或取消供货，直至欠款全数缴付为止；及/或(iii)只以预收货款方式供货。(4) 卖方保留可将买方或其关联公司亏欠卖方或其关联公司的欠款，用以抵销任何卖方或其关联公司对买方或其关联公司的到期债务。

7. TECHNICAL ASSISTANCE / 技术协助

Any technical advice, assistance, testing or reports furnished by Seller or any of its affiliates to Buyer for any reason, including, but not limited to (1) the selection, processing or use of the Product delivered to Buyer or (2) the storing, handling or usage of Product (collectively, the "Technical Assistance") will be given and accepted at Buyer's sole risk, and Seller will have no liability whatsoever for the use of, or results obtained from, the Technical Assistance. The transmission or delivery of Technical Assistance will have no effect on any provision of the Contract. Buyer agrees that Seller, its affiliates, agents, officers, directors, employees, representatives and insurers will not be liable or responsible for any aspects of the Technical Assistance, including, but not limited to, the preparation and delivery thereof. Buyer agrees to indemnify Seller, its affiliates, agents, officers, directors, employees, representatives and insurers from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions with regard to any action relating to the Technical Assistance. The indemnity provided will include, but not be limited to court costs, attorneys' fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions and will include indemnification against any and all loss, damage or liability relating to or resulting from indemnified party's own alleged or actual negligence, whether such negligence is contributory, concurrent or sole. The indemnification will survive the cancellation, termination, completion, or expiration of the Contract.

卖方或其任何关联公司出于任何原因向买方提供的任何技术建议、协助、测试或报告，包括但不限于(1)对交付给买方的产品的选择、加工或使用，或(2)产品的贮存、处理或使用（统称为“技术协助”），均在由买方自行承担风险的前提下给予和接受，卖方不对技术协助的使用或从技术协助获得的效果承担任何责任。技术协助的传输或交付对合同任何条款没有任何影响。买方同意，卖方、其关联机构、代理人、高级职员、董事、雇员、代表和承保人不对技术协助的任何方面负责或承担责任，包括但不限于技术协助的准备和交付。买方同意保证卖方、其关联公司、代理人、高级职员、董事、雇员、代表和承保人免于遭受任何及所有因与技术协助有关的要求、索赔、诉讼或行动。提供的保证包括但不限于赔偿并负责与上述要求、索赔、诉讼或行动有关的诉讼费、律师费、调查费、抗辩费、和解及审判，还包括对因受偿方自己声称的过失或实际的过失（不管该过失是连带的、共同的还是单独的）产生的或与该过失有关的任何及所有损失、损坏或责任作出的赔偿。该赔偿义务在本合同取消、终止、完成或到期后应继续有效。

8. TAX / 税金

(1) Seller shall bear and be responsible for all taxes, fees or other charges imposed or assessed by any governmental or with respect to the Products delivered hereunder the taxable incident of which occurs before delivery of the Product to Buyer. (2) Buyer shall bear and be responsible for all taxes, fees or other charges imposed or assessed by any governmental with respect to the Rev.08.2020

Products delivered hereunder the taxable incident of which occurs after delivery of the Products to Buyer. (3) Buyer shall pay the amount of Tax now and hereafter imposed on the Products or required to be paid or collected by Seller by reason of the sale or use of the Products. For the purpose of this Paragraph, the term "Tax" shall include, without limitation, sales and use taxes, value added taxes, business tax, and the like, but exclude any income tax measured by Seller's net income, imposed by any jurisdiction on Seller.

(1) 卖方应负担任何政府部门征收或计征的，与根据本合同交付的产品有关的，发生在向买方交付产品之前的所有税款、费用或其他收费。(2) 买方应负担任何政府部门征收或计征的，与根据本合同交付的产品有关的，发生在向买方交付产品之后的所有税款、费用或其他收费。(3) 买方应支付因销售或使用产品，现在及以后依据产品计征的，或要求卖方支付或代收的税额。就本段落而言，“税金”一词应包括但不限于销售及使用税、增值税、营业税等，但不包括按卖方净收入计量的、任何管辖机构向卖方征收的任何收得税。

9. INSPECTION; CLAIMS BY BUYER / 检验；买方索赔

(1) Buyer shall inspect the Product parcel immediately upon receipt. (2) All claims of Buyer with respect to the quality or quantity of Products sold or delivered pursuant to the Contract shall be deemed waived and forever barred unless Buyer notifies Seller of the nature and details of the claim within thirty (30) days after receipt of the Product parcel by Buyer. (3) Where a claim is not asserted as a claim, counterclaim, defense, or set-off in a judicial proceeding instituted within two (2) years after Seller's denial of liability in respect thereof it shall be forever waived, barred, and released.

(1) 卖方应在收到产品后立即对产品包裹进行检查。(2) 除非买方在其收到产品包裹后三十（30）天内将索赔的性质和详情告知卖方，否则买方的所有索赔，凡与依据本合同销售或交付的产品质量或数量有关，均应视为放弃且永远失去时效。(3) 索赔在卖方拒绝承担责任后两（2）年时间内提起的司法程序中不是作为请求、反请求、抗辩或反诉提出的，该索赔应永远豁免、失去时效和放弃。

10. PRODUCT HAZARDS / 产品危害

Buyer acknowledges that it is familiar with the product and has been adequately warned by Seller of the risks associated with handling, transporting, using, storing and disposing of the product, including, without limitation, those set forth in Seller's safety data sheet for product ("SDS"). Buyer further acknowledges its separate and independent knowledge of such risks, which are known in Buyer's industry. Buyer affirms it has received and understands the contents of said SDS.

买方承认，其熟悉产品且已被卖方充分告诫与产品搬运、运输、使用、贮存和处置有关的风险，包括但不限于卖方产品安全数据表（“SDS”）载明的风险。买方进一步承认其自己知晓上述风险，该风险在买方所在行业为已知风险。买方确认其已收到该 SDS 且了解其内容。

11. TRADEMARKS / 商标

Buyer will not use the trademarks of Seller or any of its affiliated companies without Seller's prior written approval. The Contract does not grant Buyer any trademark rights.

未经卖方事先书面批准，买方不得使用卖方或其任何关联公司的商标。合同并未授予买方任何商标权。

12. PATENT INFRINGEMENT / 专利侵权

Seller warrants that the manufacture of the Products did not infringe any patent of the country of manufacture. However, Seller does not warrant that the use of the Products in Buyer's applications or the importation of the Products into any country is free of infringement of any third party's patents.

卖方保证产品的生产没有侵犯生产所在地国家的任何专利。但卖方不保证在买方的任何应用中使用产品或将产品进口至任何国家不侵犯任何第三方的专利。

13. COMPLIANCE WITH LAWS / 遵守法律

Buyer agrees to comply fully with all applicable laws, ordinances and regulations, from whatever authority they may emanate, including but not limited to anti-bribery, export control, economic sanctions, foreign assets control regulations of the United States and all environmental protection, occupational safety and health, and materials transportation and hazardous communication standards for the safe labeling, handling and use of the Product. Seller may terminate this Contract without any liability if, in Seller's sole, reasonable determination, Seller believes that it is necessary to do so in order to comply with its obligations under applicable laws, rules or regulations.

买方同意完全遵守所有适用法律、法令和法规，不论其由哪个部门颁布，包括但不限于美国的反贿赂、出口管制、经济制裁、外国资产控制规定，以及关于产品安全标识、搬运和使用的所有环保、职业安全与健康、物料运输和危害沟通标准。如根据卖方自行酌情合理判定认为，终止本合同是遵守其根据所适用的法律、规则或规定的义务所需的，卖方可终止本合同而不承担任何责任。

14. PARTICULAR APPLICATIONS / 特殊应用

Products sold under the Contract is sold in partial consideration of Buyer's agreement, and Buyer hereby warrants, that Products will not, directly or indirectly, by Buyer or by any third party, be used in any of the following without the prior written approval by Seller for each specific product or application: (i) U.S. FDA Class I; Health Canada Class I; and European Union Class I; (ii) U.S. FDA Class II Medical Devices; Health Canada Class II or Class III Medical Devices; European Union Class II Medical Devices; (iii) film, overwrap and/or product packaging that is considered a part or component of one of the aforementioned medical devices; (iv) packaging in direct contact with a pharmaceutical active ingredient and/or dosage form that is intended for inhalation, injection, intravenous, nasal, ophthalmic (eye), digestive, or topical (skin) administration; (v) tobacco related products and applications; (vi) electronic cigarettes and similar devices; (vii) pressure pipe or fittings that are considered a part or component of a nuclear reactor; and (viii) any parts or components of child car seats which will be delivered or sold, directly or indirectly, by Buyer, its distributor or any third party to the United States of America or any part of North America. Additionally, Buyer warrants that Product will not, directly or indirectly, by Buyer or by any third party, be used in any of the following applications: (a) U.S. FDA Class III Medical Devices; Health Canada Class IV Medical Devices; European Class III Medical Devices; (b) applications involving permanent implantation into the body; (c) life-sustaining medical applications; and (d) lead, asbestos or MTBE related applications. All references to U.S. FDA, Health Canada, and European Union regulations include another country's equivalent regulatory classification.

合同下出售的产品的一部分对价为买方承诺及保证在未获得卖方对特定产品或特定应用的事先书面批准前, 不会直接或间接由买方或第三方将产品应用于: (i) 美国食品及药物管理局 I 类、加拿大卫生部 I 类和欧盟 I 类; (ii) 美国食品及药物管理局 II 类医疗器械、加拿大卫生部 II 类或 III 类医疗器械、欧盟 II 类医疗器械; (iii) 被认为是上述任何医疗器械的零件或部件的膜、外包装和/或产品包装; (iv) 直接接触吸入、注射、静脉、鼻、眼、消化或身体局部(皮肤)用药的医药原料药和/或剂型药的包装; (v) 与烟草有关的产品及应用; (vi) 电子烟和类似装置; (vii) 被认为是核反应堆零件或部件的压力管道或配件; 以及(viii)车用儿童座椅的任何部分或组件及于美国或北美洲任何地方(透过买方、其经销商或任何第三方)销售或发放。此外, 买方保证其或任何第三方不会在以下任何应用中直接或间接使用产品: (a) 美国食品及药物管理局 III 类医疗器械、加拿大卫生部 IV 类医疗器械、欧洲 III 类医疗器械; (b) 涉及永久植入人体的应用; (c) 生命维持医疗应用; 以及 (d) 与铅、石棉或甲基叔丁基醚(MTBE)有关的应用。所有提到美国食品及药物管理局食品及药物管理局、加拿大卫生部和欧盟法规的情况, 均包括其他国家的同等监管分类。

15. APPLICABLE LAW AND JURISDICTION / 适用法律和管辖权限

(1) All questions arising out of this Contract or its validity, interpretation, performances or breach shall be governed by the laws of the People's Republic of China without regard to conflicts of law principles or rules. The provisions of the United Nation's Convention on Contracts for the International Sale of Goods shall not apply to the sale of Product under this Contract. (2) Any dispute arising from or in connection with this Contract shall be submitted to China International Economic and Trade Arbitration Centre ("CIETAC") Shanghai Sub-Commission (Arbitration Centre) for arbitration in accordance with CIETAC rules of procedure in effect at the time of submission of the dispute. Arbitration shall take place in Shanghai and conducted in English and Chinese. There shall be three arbitrators. Each Party shall choose one arbitrator, which arbitrators shall in turn appoint the third. If either Party fails to appoint an arbitrator within thirty (30) days after a notice of arbitration, then CIETAC shall appoint such arbitrator. The arbitral award shall be final and binding on the Parties. The losing party shall bear the arbitral costs, unless otherwise determined in the arbitral award. (3) Notwithstanding the foregoing, Seller may, without waiving any other rights or remedies available to it, apply to any court of competent jurisdiction for disputes arising from Buyer's non-payment.

(1) 因本合同或其有效性、解释、履行或违反而产生的所有问题, 均受中华人民共和国法律管辖, 不考虑法律原则或规则的冲突。《联合国国际货物销售合同公约》的规定对本合同项下产品的销售不适用。(2) 凡因本合同引起的或与本合同有关的任何争议, 均应提交中国国际经济贸易仲裁委员会上海分会("CIETAC"), 按照申请仲裁时 CIETAC 有效的仲裁规则进行仲裁。仲裁地点为上海, 并以中英文进行。仲裁员共三名, 每一方应各择一名, 上述仲裁员继而委派第三名仲裁员。如任何一方在仲裁通知后三十(30)天后未委派仲裁员, 则 CIETAC 应委派该名仲裁员。裁决是终局的, 对双方均具有约束力。败诉方应承担仲裁费用, 除非仲裁裁决另行规定。(3) 尽有前言, 任何关于买方不付款的争议, 卖方可在不放弃其任何权利和保偿下, 向任何具管辖权的法院提出诉讼。

16. MISCELLANEOUS / 其他

(1) Buyer shall treat the Contract and any related business information provided by Seller confidential. (2) Seller shall have the right to assign, sell, or otherwise transfer at its sole discretion any Contract and all receivables, claims, related rights and security under, or relating to, any Contract to any third party. Buyer shall not be entitled to assign any Contract, or otherwise transfer any rights or

Rev.08.2020

obligations under any Contract to any third party. (3) If any provision of the Contract is determined by a court, arbitral body or institution of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be reformed, modified and interpreted so as to make it valid, legal and enforceable and to most nearly approximate original intent of such provision, with the remainder of the Contract remaining in full force and effect. (4) Any waiver of any term or condition of the Contract shall not be construed as a waiver of any future breach of such term or condition. (5) No amendment, addition to, alteration or deletion of all or any part of the Contract shall be effective unless expressly agreed by the Parties in writing.

(1) 买方应将合同和由卖方提供的商业信息予以保密。(2) 卖方拥有将任何合同和与合同相关的所有应收款、赔偿、权利和抵押转让、出售或让渡予任何第三方的酌处权。买方不得将任何合同及其任何权益和义务转让予第三方。(3) 合同任何条款被有管辖权的法院或仲裁机构认定为无效、不合法或不可执行的, 该条款应使其有效、合法、可执行且最接近其最初意图的方式进行修订、修改和解释, 合同的其他条款仍保持完全有效。(4) 任何对合同条款或条文的豁免不应视为对日后该等条款或条文的豁免。

(5) 除非经双方书面同意, 对合同全部或任何部分条文的修改、增加、更改或删除均为无效。

17. Language / 语言

If Chinese and English versions exist for any documents of the Contract, both language versions are equally binding. In case of discrepancy, the English version shall prevail.

合同任何文件若具中英文版本, 两种版本均具同等效力。如有差异, 以英文文本为准。